

Honorable Barbara J. Rothstein

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

LARISA SOPKA, an individual; DANIELA
SOPKA, an individual; and TATYANA
SOPKA, an individual,

Plaintiffs,

v.

SOUTHCENTER OWNER LLC, a
Delaware limited liability company doing
business in the State of Washington; THE
CHEESECAKE FACTORY
RESTAURANTS, INC., a California
corporation doing business in the State of
Washington; UNIVERSAL PROTECTION
SERVICE, LP d/b/a ALLIED UNIVERSAL
SECURITY SERVICES, a for-profit
foreign limited partnership; JOHN AND
JANE DOES 1-5, individuals or entities,

Defendants.

No. 2:24-cv-00011-BJR

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR

1 26(c). It does not confer blanket protection on all disclosures or responses to discovery,
2 the protection it affords from public disclosure and use extends only to the limited
3 information or items that are entitled to confidential treatment under the applicable legal
4 principles, and it does not presumptively entitle parties to file confidential information
5 under seal.

6 2. "CONFIDENTIAL" MATERIAL

7 "Confidential" material shall include the following documents and tangible things
8 produced or otherwise exchanged: medical records; educational records; employment
9 records; portions of contracts and leases related to the Westfield Southcenter Mall or
10 the Cheesecake Factory that contain confidential commercial pricing information,
11 commercially sensitive negotiated terms, the identities and contact information of
12 individuals therein, including guarantors, security plans, or surveillance system
13 operations; the identities, phone numbers, addresses, Social Security numbers, and
14 license numbers of third-party victims or alleged victims involved in previous incidents,
15 provided the document is not a public record such as a police report; documents
16 depicting Westfield Southcenter Mall's security operations center or its location or
17 ingress/egress routes; documents discussing or identifying the adequacy of security or
18 security vulnerabilities at the Westfield Southcenter Mall or the Cheesecake Factory;
19 documents discussing or evidencing policies and procedures for security operations at
20 Westfield Southcenter Mall or the Cheesecake Factory, including but not limited to: post
21 orders, schedules, assignments, daily-activity reports, HeliAUS records, and customer
22 information; surveillance footage; and Universal Protection Service's proprietary training
23 and policy materials.

1 3. SCOPE

2 The protections conferred by this agreement cover not only confidential material
3 (as defined above), but also (1) any information copied or extracted from confidential
4 material; (2) all copies, excerpts, summaries, or compilations of confidential material;
5 and (3) any testimony, conversations, or presentations by parties or their counsel that
6 might reveal confidential material.

7 However, the protections conferred by this agreement do not cover information
8 that is in the public domain or becomes part of the public domain through trial or
9 otherwise.

10 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

11 4.1 Basic Principles. A receiving party may use confidential material that is
12 disclosed or produced by another party or by a non-party in connection with this case
13 only for prosecuting, defending, or attempting to settle this litigation. Confidential
14 material may be disclosed only to the categories of persons and under the conditions
15 described in this agreement. Confidential material must be stored and maintained by a
16 receiving party at a location and in a secure manner that ensures that access is limited
17 to the persons authorized under this agreement.

18 4.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
19 ordered by the court or permitted in writing by the designating party, a receiving party
20 may disclose any confidential material only to:

21 (a) the receiving party's counsel of record in this action, as well as
22 employees of counsel to whom it is reasonably necessary to disclose the information for
23 this litigation;

1 (b) the officers, directors, and employees (including in house counsel)
2 of the receiving party to whom disclosure is reasonably necessary for this litigation,
3 unless the parties agree that a particular document or material produced is for
4 Attorney's Eyes Only and is so designated;

5 (c) experts and consultants to whom disclosure is reasonably
6 necessary for this litigation and who have signed the "Acknowledgment and Agreement
7 to Be Bound" (Exhibit A);

8 (d) the court, court personnel, and court reporters and their staff;

9 (e) copy or imaging services retained by counsel to assist in the
10 duplication of confidential material, provided that counsel for the party retaining the copy
11 or imaging service instructs the service not to disclose any confidential material to third
12 parties and to immediately return all originals and copies of any confidential material;

13 (f) during their depositions, witnesses in the action to whom disclosure
14 is reasonably necessary and who have signed the "Acknowledgment and Agreement to
15 Be Bound" (Exhibit A), unless otherwise agreed by the designating party or ordered by
16 the court. Pages of transcribed deposition testimony or exhibits to depositions that
17 reveal confidential material must be separately bound by the court reporter and may not
18 be disclosed to anyone except as permitted under this agreement;

19 (g) the author or recipient of a document containing the information or
20 a custodian or other person who otherwise possessed or knew the information.

21 4.3 Filing Confidential Material. Before filing confidential material or discussing
22 or referencing such material in court filings, the filing party shall confer with the
23 designating party, in accordance with Local Civil Rule 5(g)(3)(A), to determine whether

1 the designating party will remove the confidential designation, whether the document
2 can be redacted, or whether a motion to seal or stipulation and proposed order is
3 warranted. During the meet and confer process, the designating party must identify the
4 basis for sealing the specific confidential information at issue, and the filing party shall
5 include this basis in its motion to seal, along with any objection to sealing the
6 information at issue. Local Civil Rule 5(g) sets forth the procedures that must be
7 followed and the standards that will be applied when a party seeks permission from the
8 court to file material under seal. A party who seeks to maintain the confidentiality of its
9 information must satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not
10 the party filing the motion to seal. Failure to satisfy this requirement will result in the
11 motion to seal being denied, in accordance with the strong presumption of public access
12 to the Court's files.

13 5. DESIGNATING PROTECTED MATERIAL

14 5.1 Exercise of Restraint and Care in Designating Material for Protection.

15 Each party or non-party that designates information or items for protection under this
16 agreement must take care to limit any such designation to specific material that qualifies
17 under the appropriate standards. The designating party must designate for protection
18 only those parts of material, documents, items, or oral or written communications that
19 qualify, so that other portions of the material, documents, items, or communications for
20 which protection is not warranted are not swept unjustifiably within the ambit of this
21 agreement.

22 Mass, indiscriminate, or routinized designations are prohibited. Designations that
23 are shown to be clearly unjustified or that have been made for an improper purpose

1 (e.g., to unnecessarily encumber or delay the case development process or to impose
2 unnecessary expenses and burdens on other parties) expose the designating party to
3 sanctions.

4 If it comes to a designating party's attention that information or items that it
5 designated for protection do not qualify for protection, the designating party must
6 promptly notify all other parties that it is withdrawing the mistaken designation.

7 5.2 Manner and Timing of Designations. Except as otherwise provided in this
8 agreement (see, e.g., second paragraph of section 5.2(b) below), or as otherwise
9 stipulated or ordered, disclosure or discovery material that qualifies for protection under
10 this agreement must be clearly so designated before or when the material is disclosed
11 or produced.

12 (a) Information in documentary form: (e.g., paper or electronic
13 documents and deposition exhibits, but excluding transcripts of depositions or other
14 pretrial or trial proceedings), the designating party must affix the word "CONFIDENTIAL"
15 to each page that contains confidential material. If only a portion or portions of the
16 material on a page qualifies for protection, the producing party also must clearly identify
17 the protected portion(s) (e.g., by making appropriate markings in the margins).

18 (b) Testimony given in deposition or in other pretrial proceedings: the
19 parties and any participating non-parties must identify on the record, during the
20 deposition or other pretrial proceeding, all protected testimony, without prejudice to their
21 right to so designate other testimony after reviewing the transcript. Any party or non-
22 party may, within fifteen days after receiving the transcript of the deposition or other
23 pretrial proceeding, designate portions of the transcript, or exhibits thereto, as

1 confidential. If a party or non-party desires to protect confidential information at trial, the
2 issue should be addressed during the pre-trial conference.

3 (c) Other tangible items: the producing party must affix in a prominent
4 place on the exterior of the container or containers in which the information or item is
5 stored the word "CONFIDENTIAL." If only a portion or portions of the information or item
6 warrant protection, the producing party, to the extent practicable, shall identify the
7 protected portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
9 failure to designate qualified information or items does not, standing alone, waive the
10 designating party's right to secure protection under this agreement for such material.
11 Upon timely correction of a designation, the receiving party must make reasonable
12 efforts to ensure that the material is treated in accordance with the provisions of this
13 agreement.

14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any party or non-party may challenge a designation
16 of confidentiality at any time. Unless a prompt challenge to a designating party's
17 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
18 unnecessary economic burdens, or a significant disruption or delay of the litigation, a
19 party does not waive its right to challenge a confidentiality designation by electing not to
20 mount a challenge promptly after the original designation is disclosed.

21 6.2 Meet and Confer. The parties must make every attempt to resolve any
22 dispute regarding confidential designations without court involvement. Any motion
23 regarding confidential designations or for a protective order must include a certification,

1 in the motion or in a declaration or affidavit, that the movant has engaged in a good faith
 2 meet and confer conference with other affected parties in an effort to resolve the dispute
 3 without court action. The certification must list the date, manner, and participants to the
 4 conference. A good faith effort to confer requires a face-to-face meeting or a telephone
 5 conference.

6 6.3 Judicial Intervention. If the parties cannot resolve a challenge without
 7 court intervention, the designating party may file and serve a motion to retain
 8 confidentiality under Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if
 9 applicable). The burden of persuasion in any such motion shall be on the designating
 10 party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or
 11 impose unnecessary expenses and burdens on other parties) may expose the
 12 challenging party to sanctions. All parties shall continue to maintain the material in
 13 question as confidential until the court rules on the challenge.

14 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
 15 OTHER LITIGATION

16 If a party is served with a subpoena or a court order issued in other litigation that
 17 compels disclosure of any information or items designated in this action as
 18 “CONFIDENTIAL,” that party must:

19 (a) promptly notify the designating party in writing and include a copy
 20 of the subpoena or court order;

21 (b) promptly notify in writing the party who caused the subpoena or
 22 order to issue in the other litigation that some or all of the material covered by the
 23 subpoena or order is subject to this agreement. Such notification shall include a copy of

1 this agreement; and

2 (c) cooperate with respect to all reasonable procedures sought to be
3 pursued by the designating party whose confidential material may be affected.

4 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
6 confidential material to any person or in any circumstance not authorized under this
7 agreement, the receiving party must immediately (a) notify in writing the designating
8 party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized
9 copies of the protected material, (c) inform the person or persons to whom unauthorized
10 disclosures were made of all the terms of this agreement, and (d) request that such
11 person or persons execute the "Acknowledgment and Agreement to Be Bound" that is
12 attached hereto as Exhibit A.

13 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
14 PROTECTED MATERIAL

15 When a producing party gives notice to receiving parties that certain
16 inadvertently produced material is subject to a claim of privilege or other protection, the
17 obligations of the receiving parties are those set forth in Federal Rule of Civil Procedure
18 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
19 established in an e-discovery order or agreement that provides for production without
20 prior privilege review. The parties agree to the entry of a non-waiver order under Fed. R.
21 Evid. 502(d) as set forth herein.

22 10. NON TERMINATION AND RETURN OF DOCUMENTS

23 Within 60 days after the termination of this action, including all appeals, each

receiving party must delete or destroy all confidential material that was disclosed or produced by another party or by a nonparty in connection with this case, including all copies, extracts and summaries thereof.

Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain confidential material.

The confidentiality obligations imposed by this agreement shall remain in effect until a designating party agrees otherwise in writing or a court orders otherwise.

IT IS SO STIPULATED; THROUGH COUNSEL OF RECORD.

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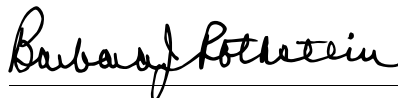
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***Per 12/04/2024 e-mail

PURSUANT TO STIPULATION, IT IS SO ORDERED

IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any documents, electronically stored information (ESI) or information, whether inadvertent or otherwise, in this proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law. This Order shall be interpreted to provide the maximum protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply. Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review of documents, ESI or information (including metadata) for relevance, responsiveness and/or segregation of privileged and/or protected information before production. Information produced in discovery that is protected as privileged or work product shall be immediately returned to the producing party.

DATED: 9th of December 2024



Hon. Barbara J. Rothstein
United States District Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Western
District of Washington on [date] in the case of *Sopka v. Southcenter Owner LLC* (W.D.
Wash. No. 2:24-cv-00011-BJR). I agree to comply with and to be bound by all the terms
of this Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Western District of Washington for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____